

## BOSTON REDEVELOPMENT AUTHORITY

73 TREMONT STREET, BOSTON, MASSACHUSETTS 02108

RICHMOND 2-0500

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GEORGE P. CONDAKES  
MEMBER

August 19, 1965

Henry M. Leen, Esquire  
31 Milk Street  
Boston, Massachusetts

Re: Proposed purchase of "South Station" property  
of The Boston Terminal Corporation

Dear Mr. Leen:

Enclosed is a copy of a form of purchase and sale contract with additional forms of instruments attached as exhibits "A", "B", "C", "D" and "E". Our respective representatives have agreed upon this form of contract and the attached forms of instruments, and the purpose of this letter is to confirm that agreement.

1. Promptly upon satisfaction of the conditions precedent noted in paragraph 2 of this letter, the Boston Redevelopment Authority (the "Authority") and you as Trustee of the property of The Boston Terminal Corporation will each duly execute and deliver a purchase and sale contract in the enclosed form - that form first having been completed by insertion of the information referred to in paragraph 3 of this letter. Moreover, each of the Authority and you will use every reasonable effort to comply with and fulfill the terms of that contract and all instruments executed in connection therewith and/or at the Closing pursuant thereto.

2. The undertakings provided in paragraph 1 hereof shall be conditional upon

(a) the property of The Boston Terminal Corporation being, on the date of execution of the said purchase and sale contract, in substantially the same condition as it now is, reasonable wear and tear excepted, and your title thereto as of that date being not significantly more encumbered than it now is;



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(b) the Authority's having received satisfactory assurance, by letter or otherwise, that the New York, New Haven and Hartford Railroad Company (Richard Joyce Smith, William J. Kirk, and Harry W. Dorigan, Trustees) will vote and otherwise exercise its rights and powers as a stockholder of the Union Freight Railroad Company so as to cause abandonment of such portion of the tracks of said Company in Atlantic Avenue south of Northern Avenue as can be abandoned without interference with other operations of the Union Freight Railroad Company (the portion to be abandoned including in any event those tracks in Atlantic Avenue south of Summer Street and adjacent to the said property); and

(c) your having received abatements of the real estate tax assessments by the City of Boston on property of The Boston Terminal Corporation totalling \$11,090,500 for the period January 1, 1959 through December 31, 1965, so that such assessments for the said seven year period do not exceed \$52,687,200 in the aggregate.

3. Prior to execution the said form of purchase and sale contract will be completed by

(a) insertion of an appropriate date at the top of page 1 thereof and of the same date on page 4 of exhibit "B", page 6 of exhibit "C" and page 11 of exhibit "D";

(b) attachment to the said contract of a descriptive schedule of underground easements and to exhibit "D" of a schedule of so-called "Utility Locations", our mutual intent in this connection being that the Authority will accept the property encumbered by such utility easements and locations as heretofore have been established and now exist; and

(c) insertion in pages 2 and 3 of exhibit "B" of the detailed description of the track area, and attachment to exhibit "D" of a plan and a description of that area including the parcelization thereof.

4. My execution of this letter has been duly authorized by the Authority. As soon as your agreement to the foregoing has been duly authorized by the United States District Court for the District of Connecticut, please acknowledge such agreement in the



Henry M. Leen, Esquire

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place provided on the enclosed counterpart of this letter and return the countersigned copy to me.

Very truly yours,

Edward J. Logue  
Development Administrator

Agreed to:

Henry M. Leen, Esquire  
Trustee of the property of The  
Boston Terminal Corporation

Date \_\_\_\_\_





fulfill the transportation needs of the Project and the City of Boston;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Terminal will sell and BRA will buy, upon the terms hereinafter set forth, the following described real estate:

An area of 1,028,886 square feet, more or less, situated in the City of Boston, and bounded and described as follows:

Beginning at the intersection of the west side of Dorchester Avenue and the south side of Summer Street and running northwesterly on a bearing of N 54° 41' 57" W for a distance of 725.26 feet to a point of curvature;

Thence curving in an arc in a southwesterly direction with a radius of 34.61 feet, centered in a southerly direction, running for a length of arc of 63.43 feet;

thence continuing southwesterly parallel to Atlantic Avenue on a bearing of S 20° 18' 28" W for a distance of 1210.97 feet;

thence running slightly north of west along the southern boundary of Kneeland Street on a bearing of N 73° 38' 32" W for a distance of 95.85 feet;

thence running southerly on a bearing of S 16° 37' 26" W for a distance of 40.20 feet;

thence running south-southwest on a bearing of S 28° 38' 55" for a distance of 120 feet;

thence running southerly on a bearing of S 16° 37' 26" W for a distance of 774.86 feet;

thence commencing a series of six (6) short legs to the south-southwest by veering slightly to the south-southwest and running southwesterly on a bearing of S 20° 18' 28" W for a distance of 89.91 feet;

thence running southwesterly on a bearing of S 38° 01' 28" W for a distance of 155 feet;

thence running west-southwesterly on a bearing of S 53° 46' 22" W for a distance of 169 feet;

thence running west-southwesterly on a bearing of S 74° 32' 22" W for a distance of 156 feet;

thence running westerly on a bearing of S 86° 42' 58" W for a distance of 91.95 feet;



thence running west-southwesterly on a bearing of S 53° 46' 22" W for a distance of 72 feet.

thence turning through south and running east-southeast on a bearing of S 73° 30' 04" E for a distance of 354.82 feet;

thence turning through east and running northeast on a bearing of N 53° 31' 56" E for a distance of 79.61 feet;

thence running northeast along the Fort Point Channel at the harbor line on a bearing of N 63° 22' 56" E for a distance of 571.01 feet;

thence running north-northeast on a bearing of N 08° 23' 58" E for a distance of 28.06 feet to a point of curvature;

thence curving in an arc with a radius of 162.00 feet, centered to the southeast, running for a length of arc of 89.70 feet;

thence running in a west-northwesterly direction on a bearing of N 63° 37' 28" W for a distance of 102.46 feet;

thence turning through north and running in a northeasterly direction on a bearing of N 26° 22' 32" E for a distance of 745.71 feet;

thence running in a northeasterly direction on a bearing of N 39° 09' 55" E for a distance of 7.22 feet;

thence running in a northeasterly direction on a bearing of N 26° 22' 32" E for a distance of 967.24 feet;

thence running in an east-southeasterly direction on a bearing of S 63° 37' 28" E for a distance of 176.12 feet;

thence running in a northeasterly direction on a bearing of N 26° 22' 32" E for a distance of 216.98 feet to intersect the starting point of this description.

And, included as a part of said real estate, all buildings, structures and improvements now situated thereon and all fixtures owned by Terminal in connection therewith, including, without limiting the generality of the foregoing, all railroad tracks, signals, switches and other transportation equipment, all venetian blinds or window shades, screen and storm windows and doors, awnings, shutters, and the like, all furnaces, hot water heaters and other heating equipment, all plumbing, all stoves and other kitchen equipment, all bathroom fixtures, all electric and lighting fixtures, all air conditioning equipment, ventilators, and other machinery, and all antennas, fencing, gates, trees and other plants.

The real estate, buildings, structures, improvements and fixtures described in this paragraph 1 are hereinafter collectively referred to as "the Property".



2. At the Closing (hereinafter defined), Terminal shall deliver a good and sufficient quitclaim deed or deeds and such other appropriate bills of sale, assignments and like instruments as may be reasonably necessary in order, in the aggregate, to convey good and clear record and marketable title to the Property, free from all encumbrances except

- a. existing building and zoning laws;
- b. real estate taxes for 1966 and subsequent years;
- c. liens for municipal betterments assessed after the date of this agreement);
- d. the lease of Railway Express Agency, if such lease is duly assigned by Terminal at the Closing;
- e. leases of space in the so-called South Station Building or "headhouse" which are for terms ending not later than December 31, 1967, and duly assigned by Terminal at the Closing;
- f. the rights, if any, which the Commonwealth of Massachusetts then has pursuant to Section N(3) of the Plan of Reorganization of The New York, New Haven and Hartford Railroad Company approved by the Interstate Commerce Commission in its Supplemental Order of February 8, 1944, in its Finance Docket No. 10992 (257 I.C.C. 9) in the property described in the Schedule I which is part of the form of agreement annexed hereto and marked "D";
- g. subsurface easements described on the schedule thereof annexed hereto; and
- h. easements and restrictions of record.

Deeds, bills of sale, assignments and other instruments required by this paragraph 2 shall run to BRA or its nominee or nominees designated by notice to Terminal at least seven days before the Closing.



3. The agreed purchase price for the Property is \$6,950,000. Said price shall be paid at the Closing as follows:

- a. \$4,225,000 in cash or certified or bank check or checks or other like instrument or instruments reasonably acceptable to Terminal; and
- b. a note in the principal sum of \$2,725,000 in the form annexed hereto, made a part hereof and marked "A" and secured by a mortgage in the form annexed hereto, made a part hereof and marked "B".

There shall also be delivered at the Closing, first having been duly executed, two agreements between BRA or its nominee or nominees and Terminal or its nominee or nominees, to wit, an agreement with respect to the portion of the Property known as the South Station Building or the "headhouse" and an agreement with respect to a portion of the Property now encumbered by tracks, which agreements shall be in the forms annexed hereto, made a part hereof and marked, respectively, "C" and "D". BRA's agreement to purchase and Terminal's agreement to sell the Property are conditional upon due execution and delivery of each of said agreements in the forms marked "C" and "D".

4. Terminal may, in order to be able to convey title to the Property as required by paragraph 2 hereof, use the portion of the purchase price referred to in subparagraph 3.a or any part thereof to clear the title of any encumbrance. However, any instrument resulting from any such use of said portion of the purchase price must be delivered at the Closing or recorded prior thereto.



5. On the Closing Date, the Property shall be in the same condition as it now is, reasonable wear and tear excepted, and in no way in violation of any building or zoning law or any covenant or other restriction then in force and effect or any other provision of law, and shall also be free of all tenants and occupants, except those expressly authorized by a lease described in clause d of paragraph 2 hereof or one of the agreements in the forms marked "C" and "D" referred to in paragraph 3 hereof. The term of any lease shall be deemed to end prior to January 1, 1968, if after the Closing BRA, unilaterally and without thus incurring any liability to the lessee, can cause such lease to terminate prior to that date.

8. Time is of the essence of this agreement. Unless otherwise previously agreed in writing the Closing shall be at the Registry of Deeds for Suffolk County at 10:00 a.m. on the earliest first business day of a month when both

- a. all approvals necessary to BRA's power to acquire the Property pursuant to said Housing Authority Law shall have been obtained and all other conditions precedent to such power shall have been satisfied, and

- b. either party shall have given to the other at least fourteen days notice referring to the issuance of such approvals and the satisfaction of such conditions and requesting that the Closing be held.

The Closing Date shall be the first day of said month or July 1, 1965, whichever is earlier.

7. Collected rents, prepaid premiums on any insurance assigned by Terminal to BRA or its nominee or nominees, water and



sewer use charges, maintenance expenses, and real estate taxes for the year 1965 shall be apportioned, and the net amount thereof shall be added to or deducted from, as the case may be, the portion of the purchase price referred to in subparagraph 3.a. Uncollected rents shall be apportioned if and when collected by either party. (The word "rents", as used in this paragraph, includes, among other things, deposits and payments on a percentage of sales basis by lessees or other tenants, but does not include payments by rail carriers which are in the nature of contributions on account of operating losses of Terminal rather than in the nature of rent.) If, at the time of the Closing, the tax rate and valuation for the then current year are not known, they shall be assumed, for purposes of apportionment, to be the same as for the preceding year; in that event said taxes shall be reapportioned as soon as the new tax rate and valuation can be ascertained and any amount thus found due to either party shall be paid on demand.

8. Any apportionment or reapportionment pursuant to paragraph 7 shall be based upon assumptions that

- a. any month is one twelfth of a year and each day is one thirtieth of a month, and
- b. Terminal's ownership of the Property continues until, and that of BRA or its nominee or nominees begins immediately after, midnight of the day preceding the Closing Date.

9. If Terminal shall be unable to give title or to make conveyance or to deliver possession of the Property as stipulated in paragraphs 2 and 5 hereof or in any way unable to fulfill its obligations hereunder, Terminal shall give notice of such inability to BRA at or before the time when the Closing would otherwise occur. Thereupon, unless BRA elects pursuant to paragraph 11 hereof to waive objections to such inability, the Closing shall be postponed for a period of two months or such longer appropriate



period as Terminal may specify in said notice. Terminal shall then use every reasonable effort to remove any defects in title or to deliver possession or to make the Property conform to the said provisions hereof, as the case may be.

10. If the Closing shall not have occurred on or before July 1, 1966, either Terminal or BRA may, by notice to each other party hereto, rescind this agreement; such rescission shall be effective upon the sixtieth day after the day such notice is mailed or upon such later date as may be specified in such notice unless the Closing sooner occurs.

11. BRA may, upon or at any time after receipt of notice pursuant to paragraph 9 or paragraph 10 hereof or at the Closing, elect to waive - either unconditionally or upon such conditions precedent or subsequent as BRA may specify - any objection to Terminal's inability or failure to fulfill this agreement. If BRA elects to accept such title as Terminal can deliver to the Property as it then is and to pay therefor the purchase price without deduction, Terminal shall convey such title and, if the Property or any of it shall have been damaged by fire or casualty insured against, either pay over or assign at the Closing or credit against the portion of the purchase price referred to in subparagraph 3.a. all amounts recovered or recoverable on account of such insurance, less any amounts necessarily expended by Terminal to repair such damage or restore the Property.

12. The delivery by Terminal and the acceptance by BRA or its nominee or nominees of a deed or deeds or other instrument shall be deemed to acknowledge full performance of every agreement and obligation herein contained or expressed, except such as are, by the express terms hereof or of any condition referred to in paragraph 11, to be performed after the Closing. However, either party's waiver of the failure of the other to fulfill this agreement



in one or more respects shall in no way operate as a waiver of any such failure in other respects or in the same respects on a subsequent occasion.

13. The parties further agree as follows:

- a. Adequate ticket and baggage space, as that phrase is used hereinafter, means an area or a combination of areas (i) comprising in the aggregate at least twenty thousand square feet, (ii) having convenient access to Atlantic Avenue, Summer Street, other means of transportation and the track ends on the Property then in use pursuant to the said agreement in the form marked "D" and (iii) reasonably fit and appropriate, ; in the circumstances, for use as a public concourse and waiting room and to afford information, ticket selling and baggage handling facilities.
- b. In connection with the redevelopment of the Property, Terminal or its nominee or nominees shall have options
  - (i) to acquire from BRA land upon which to construct adequate ticket and baggage space in accordance with BRA's plan for the said Project, or
  - (ii) to lease or otherwise acquire the right to use and occupy adequate ticket and baggage space in the structures erected in and on the Property on appropriate terms and at annual rents or fees not exceeding the lesser of a fair rental or the aggregate annual cost to Terminal of operating and maintaining the



ground floor of the said "headhouse" pursuant to the said agreement marked "D".

In either event, Terminal shall also be given preference to lease at a fair rental office space or other space in addition to adequate ticket and baggage space which may be available in such structures.

- c. If BRA terminates the said agreement marked "D" and an option pursuant to either clause b(i) or clause b(ii) of this paragraph 13 is exercised, BRA will make available to Terminal or its nominees adequate ticket and baggage space on a temporary basis from the time the said "headhouse" becomes unusable for ticket selling and baggage handling purposes and until the ticket and baggage space developed in accordance with such option becomes usable. The rent or fee for such temporary space shall not exceed the rents or fees described in said clause b(ii).
- d. BRA will make available to Terminal or its nominee or nominees, on such portion or portions of the Property and upon such terms and conditions as to rental and otherwise as shall be mutually agreed upon, adequate space for railroad operational needs, including space for air compressors, repair and maintenance shops and facilities for crews and service personnel.

14. No member of the governing body and no other officer, employee, or agent of BRA or Terminal who exercises any functions or responsibilities in connection with the carrying out of the Project shall have any personal interest, direct or indirect, in this agreement.

15. No member of the governing body of the City of Boston and no other public official of such locality who exercises any



functions or responsibilities in the review or approval of the carrying out of the Project shall have any personal interest, direct or indirect, in this agreement.

16. No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise herefrom.

17. Except as otherwise specifically provided herein, and unless and until a different signatory or addressee therefor is designated by written notice so given, any notice or other communication required or permitted to be given hereunder by either party to the other shall be sufficient if in writing, signed by the Trustee of Terminal or the Development Administrator of BRA, and mailed by certified mail addressed to, or delivered in hand to, the said Trustee or the said Development Administrator (as the case may be). As used herein, the term "day" or "days" refers to calendar days and "business days" comprise Monday through Friday excluding holidays observed by the Superior Court within and for Suffolk County.

18. The words "herein", "hereof", and "hereunder" refer to this agreement as a whole and not merely to the subdivisions in which such words appear. The word "person" when used herein refers to any firm, partnership, other association or corporation as well as to any natural person. Unless the context does not permit, the neuter gender when used herein shall include the masculine and feminine, the singular shall include the plural and the plural shall include the singular.

19. If some person other than BRA and Terminal executes, as nominee of BRA or Terminal, any of the instruments referred to in paragraph 3 hereof, the party whose nominee such person is



shall execute and deliver at the Closing a guaranty of such person's obligations pursuant to such instrument in the form annexed hereto, made a part hereof and marked "E".

20. This agreement and the documents annexed hereto set forth the entire contract between the parties, and no waiver or modification of any term hereof shall be valid unless it is in writing and duly executed on behalf of both BRA and Terminal. This agreement is to take effect as a sealed instrument, and is binding upon and enures to the benefit of the parties hereto and their respective legal representatives, successors and assigns. The provisions of this agreement and of instruments and agreements delivered at the Closing shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

ATTEST:

BOSTON REDEVELOPMENT AUTHORITY

By \_\_\_\_\_

In the presence of:

\_\_\_\_\_  
(SEAL)

HENRY M. LEEN, Trustee of the  
property of THE BOSTON TERMINAL  
CORPORATION



NONNEGOTIABLE  
DIRECT REDUCTION  
MORTGAGE NOTE

\$2,725,000

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FOR VALUE RECEIVED Boston Redevelopment Authority, a public body politic and corporate organized pursuant to the provisions of the Housing Authority Law, chapter 121 of the Massachusetts General Laws (Ter. Ed.), as amended, promises to pay to Henry M. Leen, Esquire, as he is Trustee of the property of The Boston Terminal Corporation, a corporation organized and existing under the laws of The Commonwealth of Massachusetts and having a usual place of business within the City of Boston, Suffolk County, said Commonwealth, only the sum of two million seven hundred twenty-five thousand dollars in or within twenty years from this date, with interest thereon at the rate of five per cent per annum, payable in monthly installments of \$17,985 on the first day of each month hereafter, which payments shall first be applied to interest then due and the balance thereof remaining applied to principal; the interest to be computed monthly in advance on the unpaid balance with the right without penalty or other charge to make additional payments on account of said principal sum on any payment date. This note is subject to certain provisions expressed in the mortgage delivered contemporaneously, including a stipulation with respect to accrual of interest and a limitation upon the time when an action may be brought.

(SEAL)

BOSTON REDEVELOPMENT AUTHORITY

ATTEST: \_\_\_\_\_

By \_\_\_\_\_

Secured by Mortgage of real estate  
in Boston to be recorded in Suffolk  
County Registry of Deeds.